



## **RESOLUTION**

**AUTHORIZING THE ACQUISITION OF A CERTAIN PARCEL OF LAND CONTAINING APPROXIMATELY 4,000 SQUARE FEET, LOCATED ADJACENT TO THE BOSTON AND MAINE RAILWAY LINE BETWEEN NASHUA DRIVE AND THE JACKSON FALLS CONDOMINIUMS AND BEING A PORTION OF THE PARCEL IDENTIFIED AS TAX MAP 43, LOT 104.**

### ***CITY OF NASHUA***

*In the Year Two Thousand and Eleven*

***RESOLVED*** by the Board of Aldermen of the City of Nashua that the Mayor is authorized to enter into a Purchase and Sale Agreement, in substantially the same form as the attached, with the Boston and Maine Corporation, to purchase property located adjacent to the Boston and Maine railway line between Nashua Drive and the Jackson Falls Condominiums and being a portion of the parcel identified as Tax Map 43, Lot 104. The purchase price of said property shall not exceed twenty thousand dollars (\$20,000), and shall be paid from Account #374-7029 "2006 HUD – Downtown Riverfront Grant", and Account #374-7030 "2009 HUD - Downtown Riverfront Grant".

## LEGISLATIVE YEAR 2011

**RESOLUTION:**

**R-11-156**

**PURPOSE:**

**Authorizing the acquisition of a certain parcel of land containing approximately 4,000 square feet, located adjacent to the Boston and Maine railway line between Nashua Drive and the Jackson Falls Condominiums and being a portion of the parcel identified as Tax Map 43, Lot 104.**

**SPONSOR(S):**

**Alderman Diane Sheehan**

**COMMITTEE  
ASSIGNMENT:**

**FISCAL NOTE:**

**The fiscal impact is the purchase price of \$20,000.**

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### **ANALYSIS**

This resolution authorizes the Mayor to acquire on behalf of the city approximately 4,000 square feet of land located adjacent to the Boston and Maine railway line between Nashua Drive and the Jackson Falls Condominiums and being a portion of the parcel identified as Tax Map 43, Lot 104. Acquisition of this parcel will allow the city to extend the Class A Trail along the Nashua River.

The terms and conditions of the purchase of this property and the deed for the property shall be substantially the same as the attached purchase and sale agreement and deed.

Funds for the purchase of this property will come from the following accounts: the initial deposit of \$15,000 will be paid from Account #374-7029 "2006 HUD - Downtown Riverfront Grant", and the remaining \$5,000 due at closing will be paid from Account #374-7030 "2009 HUD - Downtown Riverfront Grant".

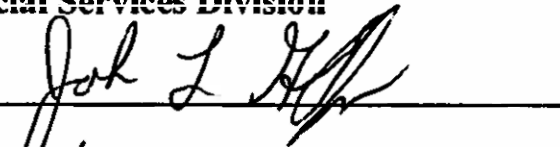
Charter §77 provides that the planning board shall review and make recommendations to the Mayor and Board of Aldermen on the purchase and sale of any land by the city.

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**Approved as to content:**

**Financial Services Division**

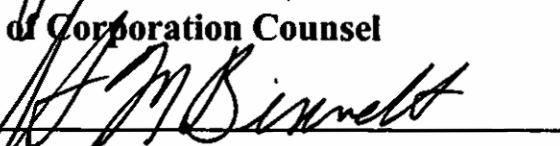
**By:**



**Approved as to form:**

**Office of Corporation Counsel**

**By:**



**Date:**

**Sept. 9, 2011**

## **PURCHASE AND SALE AGREEMENT**

**PURCHASE AND SALE AGREEMENT** made as of this      day of      , 2011  
by and between the **BOSTON AND MAINE CORPORATION**, a Delaware corporation with  
a place of business at Iron Horse Park, North Billerica, Massachusetts (the "Seller") and  
the party hereinafter identified in Paragraph 1(b) (the "Buyer").

### **WITNESSETH:**

1. The following terms shall have the meanings specified whenever used in this Agreement:

**(a) SELLER:**

Boston and Maine Corporation  
c/o Pan Am Systems  
1700 Iron Horse Park  
North Billerica, Massachusetts 01862  
Attention: Darlene Ligor, Assistant to the Vice President

Send a copy of any notice to:

Boston and Maine Corporation  
c/o Pan Am Systems  
1700 Iron Horse Park  
North Billerica, Massachusetts 01862  
Attention: Roland L. Theriault, Vice President - Real Estate

**(b) BUYER:**

City of Nashua, New Hampshire  
City Hall, 229 Main Street  
PO Box 2019  
Nashua, NH 03061-2019

Send a copy of any notice to:

Katherine Hersh  
Community Development Division  
229 Main Street  
Nashua, NH 03061

(c) **PREMISES:**

A certain parcel of land containing approximately 4,000 square feet of land located in Nashua, County of Hillsborough, State of New Hampshire.

(d) **PURCHASE PRICE:**

The agreed purchase price is Twenty Thousand and 00/100 (\$20,000.00) Dollars.

(e) **DEPOSIT:**

Fifteen Thousand and 00/100 (\$15,000.00) Dollars.

(f) **CLOSING DATE:**

December 5, 2011.

(g) **EXHIBITS:** The following exhibits are hereby incorporated by this reference into this Agreement:

(i) **Exhibit "A":** A plan of the Premises entitled: Boston and Maine Corporation, Office of the Vice President-Engineering, Land Sale Plan Nashua, New Hampshire-Line: Hillsborough Running Track, V.S. 15, Map 15, Mile Post: 0.6, Scale 1"=50', Date: 8/19/11.

(ii) **Exhibit "B":** Deed.

(iii) **Exhibit "C":** Plan Specifications.

2. **PURCHASE AND SALE.** In consideration of the mutual covenants and promises contained in this Agreement, and other good and valuable consideration received by each party, the Seller hereby agrees to sell and the Buyer agrees to purchase the Premises, upon the terms and conditions hereinafter set forth.

3. **TITLE.** The Premises shall be conveyed by a release deed running to the Buyer in a form substantially identical to that annexed hereto and marked Exhibit "B" (the "Deed"). The Deed shall contain no warranties or covenants of title whatsoever and shall convey all of the Seller's right, title and interest in the Premises, subject to the following:

- (a) Provisions of existing building, land use, subdivision control and zoning laws;
- (b) Such real property taxes for the then current tax year as are not yet due and payable on the Closing Date;
- (c) Any liens for municipal betterments assessed after the date of this Agreement;
- (d) Such agreements, leases, licenses, easements, restrictions and encumbrances, if any, as may appear of record, or otherwise; and
- (e) The provisions, conditions and covenants set forth in the Deed and hereby expressly incorporated by reference. The Buyer agrees to signify acceptance of such provisions, conditions and covenants contained in the Deed by executing the Deed at closing.

4. **DEED PLAN.** The Seller's obligations under this Agreement are conditioned upon the Buyer furnishing the following items to the Seller no later than ten (10) days prior to the Closing Date:

- (a) A satisfactory linen or mylar deed plan of the Premises (the "Plan") which: (i) is prepared by a registered land surveyor, (ii) is suitable in all respects for recording at the local registry of deeds, (iii) contains a certification by said registered land surveyor as to the actual land area comprising the Premises, (iv) conforms to the requirements set forth in Exhibit "C", and (v) contains such other information as the Seller may reasonably require; and
- (b) A description of the Premises by metes and bounds, consistent with and referring to the Plan, which description shall be attached to and become the Exhibit "A" referred to in the Deed.

The Seller agrees to reasonably cooperate with the Buyer or the Buyer's agents to furnish the information necessary for the Buyer to complete the Plan.

The Buyer agrees to indemnify the Seller for all loss, cost, damage and expense (including reasonable attorneys' fees and expenses) arising in any way out of the presence or activities upon the Premises by the Buyer, said registered land surveyor or the agents, servants, employees or contractors or any of them, whether such loss, cost,

damage or expense is incurred by the Seller, the Buyer, said registered land surveyor, or the agents, servants, employees or contractors of the same, or by others.

5. **ADJUSTMENTS TO PURCHASE PRICE.** Water rates, rents, real estate and other property taxes and sewer charges (collectively, the "Taxes") shall be apportioned as of the Closing Date and the net amount thereof shall be added to or deducted from, as the case may be, the Purchase Price payable by the Buyer. If the amount of Taxes is not known at the Closing Date, they shall be apportioned on the basis of the Taxes for the applicable preceding period and reapportioned as soon as verified current information can be obtained. The latter provision shall survive the delivery of the Deed.

6. **FEES, COSTS, AND TRANSFER TAXES.** The Buyer agrees to pay all recording fees and real estate transfer taxes of any description imposed on either the Buyer or Seller on account of this transaction by any government or governmental authority.

7. **CLOSING.** The Deed shall be delivered and the Purchase Price less the Deposit shall be paid by certified or bank cashier's check (and not otherwise) at Iron Horse Park, North Billerica, Massachusetts at 10 o'clock a.m. on the Closing Date, unless the parties otherwise agree beforehand in writing. It is agreed that time is of the essence in all respects to this transaction.

8. **POSSESSION.** The Seller shall deliver possession of the Premises to the Buyer on the Closing Date, subject only to the provisions of Paragraph 3 hereof, the Premises then being in the same condition as they now are, reasonable wear and tear excepted.

9. **SELLER'S DEFAULT.** In the event that the Seller is unable to give title or make conveyance of the Premises to the Buyer in accordance with the terms of this Agreement for any reason, then any payments or deposits made by the Buyer shall be refunded, the obligations of the parties shall cease, this Agreement shall be void and neither party shall have further recourse against the other.

10. **REMOVAL OF ENCUMBRANCES.** The Seller may use the Purchase Price paid by the Buyer at the time of the delivery of the Deed, or any portion thereof, to clear the title of any mortgage or other title encumbrance not in accordance with the terms hereof, provided that reasonable assurances are received from the Seller and any necessary third parties that any necessary curative instruments or discharges will be obtained and recorded as soon as reasonably practical after the delivery of the Deed.

11. **ACCEPTANCE OF DEED.** The Buyer's acceptance of the Deed shall be deemed to be a full performance and discharge of every agreement or obligation of the Seller herein contained, except for such as are, by the terms hereof, to be performed after the delivery of the Deed.

12. **BROKER.** The parties represent and warrant to each other that neither has dealt with any broker in respect to this transaction or the Premises. The Buyer and Seller each agree to indemnify and hold harmless the other party from and against all other claims for brokerage or commission on account of this transaction.

13. **DEPOSIT.** The Deposit shall be held by the Seller subject to the terms of this Agreement and shall be duly accounted for at the time of delivery of the Deed. The parties agree that the Deposit shall not bear interest.

14. **WARRANTIES.** The Buyer acknowledges that the Buyer has not been induced to enter into this Agreement, and the transaction contemplated herein, in reliance upon any warranties or representations of any party not set forth herein. The Buyer hereby expressly waives any claims against the Seller for any matters of public record or matters which a physical inspection of the Premises would reveal. This paragraph shall survive the delivery of the Deed.

15. **BUYER'S DEFAULT.** In the event the Buyer fails to fulfill any one or more of the Buyer's performances under this Agreement, then the obligations nor the parties shall cease, this Agreement shall be void and neither party shall have further recourse against the other.

16. **APPROVALS, RELEASES.** The Seller's obligations under this Agreement are conditioned upon the Seller obtaining any necessary releases, approvals or permits relating to the sale of the Premises by the Seller from any state or federal government or governmental authority having jurisdiction over the Premises. The Seller agrees to proceed with reasonable diligence to obtain any such approvals. In no event, however, shall the Seller be required to obtain subdivision approval from any governmental authority. The Buyer's obligations under this Agreement are specifically conditioned upon the Buyer obtaining all necessary City approvals, including the approval of the Board of Aldermen and Mayor to enter into this Purchase and Sale Agreement and purchase the Premises. If subdivision approval is required by applicable law, the Buyer shall obtain it or shall indemnify the Seller from all loss, cost, damage, and expense arising in any way out of the conveyance of the Premises without first having obtained the same. In the event that the State of New Hampshire or its designee exercise the option to purchase pursuant to Revised Statutes Annotated, 228:60-b, by accepting in writing, the offer tendered by the Railroad pursuant to Revised Statutes Annotated, 228:60-b, within ninety (90) days of the date the offer is made to the State, this agreement becomes null and void, and all deposits paid by the Buyer shall be refunded, and the parties shall have no further recourse hereto.

17. **HAZARDOUS WASTE.** The Buyer hereby acknowledges that the Buyer is purchasing the Premises "as is", "with all faults" and subject to the possible existence of hazardous materials, petroleum products and/or other pollutants regulated by law. Notwithstanding the foregoing, the Buyer, for itself, its successors, assigns and grantees hereby irrevocably waives, gives up and renounces any and all claims or causes of action

against the Seller in respect of any claims, suits, and/or enforcement actions, including any administrative or judicial proceedings and any remedial, removal, or response actions ever asserted, threatened, instituted, or requested by any person (including any government agency) on account of: (a) any release of oil or hazardous materials (as those terms are defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. 9601, et seq.) or any applicable state law) on, upon, or into the Premises; and (b) any and all damage to real or personal property, natural resources, and/or harm to persons alleged to have resulted from such release of such oil hazardous materials upon the Premises. This provision shall survive the delivery of the deed.

**18. NOTICES.** Any notice or other communication in connection with this Agreement shall be deemed given when received (or upon attempted delivery if delivery is not accepted). Such notices shall be in writing and delivered by hand or sent either (a) by registered or certified mail (return receipt requested) with the United States Postal Service; or (b) by Federal Express or other similar overnight mail carrier furnishing evidence of receipt to the sender, at the address set forth in paragraph 1 of this Agreement. Either party may change the address at which notices are to be received by notice given as set forth above.

**19. CONFIDENTIALITY.** The Buyer agrees and acknowledges that Information (hereinafter defined) concerning the Premises obtained by the Buyer in connection with the transaction contemplated in this Agreement (the "Transaction") is unique and confidential to the Seller. If the Transaction does not take place, for any reason whatsoever (including, but not limited to, breach of this Agreement by either party), the Buyer agrees, in addition to the provisions of paragraph 15 hereof, to turn over to the Seller all (i) plans, (ii) surveys, (iii) reports, (iv) site assessment and environmental reports of any description, (v) soil, vegetation, water, air and other samplings collected at the Premises and the fruits of any research, testing, experimentation or study conducted with the same, and (vi) all plans or other information or documents furnished by the Seller to the Buyer (collectively, the "Information"). Furthermore, in the event the Transaction does not take place, the Buyer warrants to the Seller that all Information has been paid for and is free of any and all liens, and that the Buyer, its officers, agents, employees, directors, shareholders and affiliates shall not disclose the Information to any person, entity or government. The Buyer acknowledges and agrees that the Seller may, in addition to all other remedies available to it, obtain injunctive relief against the Buyer for any breach or threatened breach of the provisions of this paragraph. Notwithstanding the foregoing, in the event of a demand to Buyer to disclose such information under RSA 91-A, the "Right-to-Know Law," or any other State or Federal law, statute, rule or regulation, or in the course of judicial or administrative proceedings, the Buyer shall immediately notify Seller of such demand at the address set forth in Paragraph 1 (a) and Seller shall thereupon have the right and responsibility to assert its claim to all right to nondisclosure of such information, by whatever legal means it chooses, with legal counsel of its choice at Seller's sole expense, and shall indemnify and hold harmless the Buyer from any and all liability for such non disclosure, including, including damages, costs, attorney's fees and any other expense



whatsoever.

20. **RECORDING.** The parties agree that neither this Agreement nor any memorandum thereof shall be recorded at the registry of deeds and that any such recording by the Buyer shall constitute a default by Buyer.

21. **AUTHORITY OF SIGNATORY.** If the Buyer executes this Agreement by agent or representative, such agent or representative hereby warrants and represents to the Seller that he is authorized to execute, acknowledge and deliver this Agreement on behalf of the Buyer and to thereby bind the Buyer to the same. This warranty shall survive the delivery of the Deed.

22. **ASSIGNMENT.** The Buyer may not assign this Agreement, or any interest herein, without the prior written consent of the Seller, which consent shall not be unreasonably withheld.

23. **SEVERABILITY.** If any term of this Agreement or the application thereof to any person or circumstance shall at any time or to any extent be deemed invalid or unenforceable, the remainder of this Agreement and the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected.

24. **NO WAIVER.** No delay or omission on the part of the Seller in exercising its rights under this Agreement shall constitute a waiver of such right or any other right under this Agreement. Also, no waiver of any such right on one occasion shall be construed as a waiver of it on any other occasion.

25. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the state wherein the Premises lie.

26. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof, supersedes all prior oral or written offers, negotiations, agreements, understandings and courses of dealing between the parties relating to the subject matter hereof and is subject to no understandings, conditions, or representations other than those expressly stated herein. This Agreement may only be modified or amended by a writing which states that it modifies or amends this Agreement and which is signed by all parties.

27. **SECTION HEADINGS.** The section headings contained in the Agreement are for reference and convenience only and in no way define or limit the scope and contents of this Agreement or in any way affect its provisions.

28. **MISCELLANEOUS.** This Agreement shall take effect as a sealed instrument and be binding upon and inure to the benefit of the parties and their respective successors, heirs, administrators and assigns.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement in two counterparts, effective as of the day and year first above written.

**SELLER:**  
**BOSTON AND MAINE CORPORATION**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
David A. Fink, President

Approved for execution  
by the Boston and Maine Corporation.

**BUYER:**  
**CITY OF NASHUA, NH**

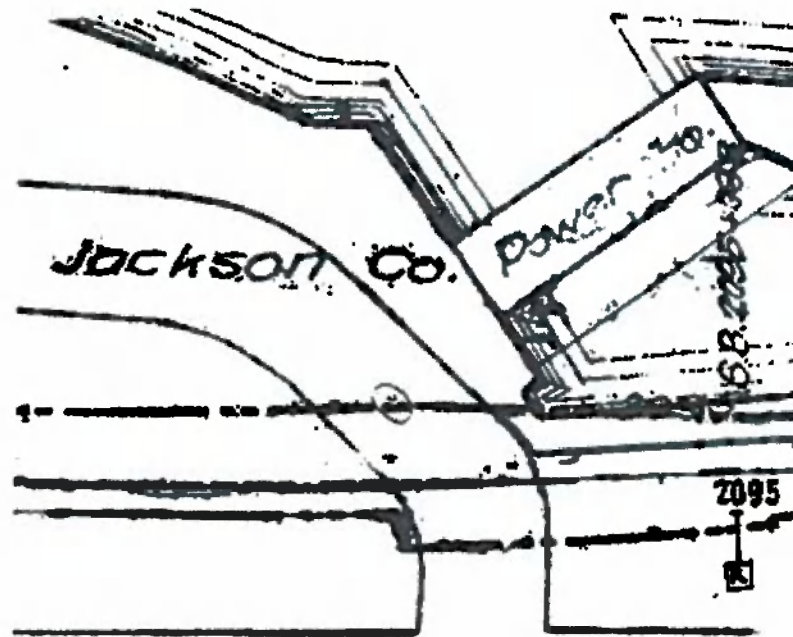
\_\_\_\_\_  
Witness

By: \_\_\_\_\_

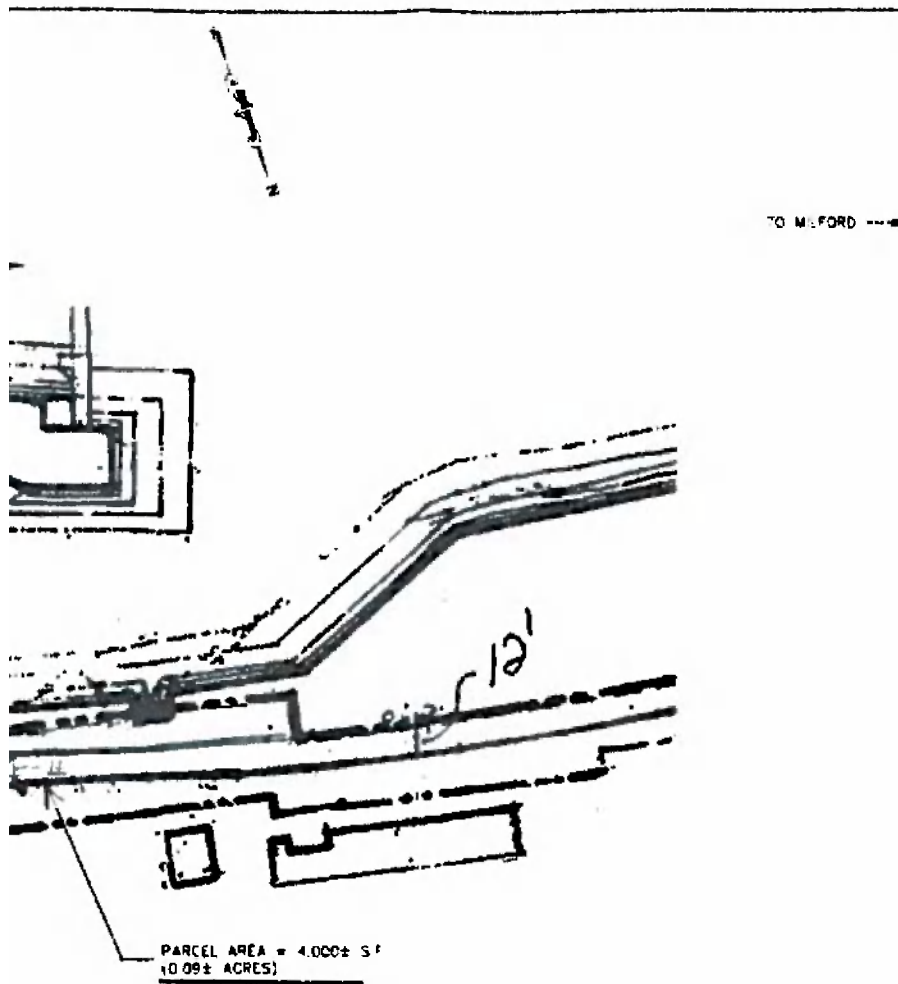
Print Name: \_\_\_\_\_

TO NASHUA

1,000± TO MAIN STREET



CANAL STREET



BOSTON & MAINE CORPORATION		
OFFICE OF THE VICE PRESIDENT - ENGINEERING		
LAND SALE PLAN NASHUA, NH		
LINE MILLSBOROUGH PLANNING TRAC		
V.S. 18	MAP 11	MILEPOST 0.6
SCALE 1" = 50'	DATE 8/19/11	
DRAWN BY M.S.	CHECKED BY M.T.M.	APPROVED BY R.

SP 41

**EXHIBIT B**  
**RELEASE DEED**

The **BOSTON AND MAINE CORPORATION**, a corporation duly organized and existing under the laws of the State of Delaware, with offices at Iron Horse Park, North Billerica, Middlesex County, Massachusetts (the "Grantor") In consideration of (\$ ) Dollars paid to it by (the "Grantee") hereby grants to the Grantee all the Grantor's right, title and interest, without any warranties or covenants of title whatsoever, in a certain parcel of land, and the buildings, bridges, structures, crossings, fixtures and improvements thereon, if any, situated in (the "Premises") described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND  
MADE A PART HEREOF BY THIS REFERENCE.**

This conveyance is subject to the following reservations, conditions, covenants and agreements:

1. This conveyance is made without granting any right of way, either by necessity or otherwise, over any remaining land or location of the Grantor.
2. The Grantor hereby reserves a permanent, exclusive right of way and easement in, on, over, under, across and through the Premises for the purpose of accessing, constructing, installing, operating, maintaining, modifying, repairing, replacing, relocating and removing a telecommunications system or other system for transmission of intelligence or information by any means, whether now existing or hereafter devised, including such poles, pipes, wires, fibers, fiber optic cables, repeater stations, attachments, appurtenances, structures or other equipment and property of any description necessary or useful for the same (the "Telecommunications Easement"). The Grantor further reserves the right to freely lease, license, mortgage, assign, pledge and otherwise alienate the Telecommunications Easement. The Grantee hereby covenants with the Grantor to recognize the Telecommunications Easement and, without the payment of any further consideration, to execute, acknowledge and deliver such instruments suitable for recording with the registry of deeds as the Grantor may reasonably require to acknowledge title to the

Telecommunications Easement in the Grantor. The Grantor shall restore the Premises to substantially the same condition in which it was immediately prior to Grantor's maintenance, repair, replacement, renewal, relay or removal of such facilities.

3. ~~The Grantor excepts from this conveyance any and all railroad tracks, railroad track materials (including, but not limited to, ties, connections, switches and ballast) and/or related equipment of any description located in whole or in part within the Premises (the "Trackage") and this conveyance is subject to the right of the Grantor to enter the Premises from time to time and at any and all times within the ninety (90) day period commencing with and subsequent to the date of delivery of this deed, with such men, equipment and materials as, in the reasonable opinion of the Principal Engineering Officer of the Grantor, are necessary for the removal of the Trackage. Days during the months of December, January, February and March shall not be included in the aforesaid ninety (90) day period. If the Trackage is not removed from the Premises by the expiration of said ninety (90) day period, the Trackage shall be deemed abandoned by the Grantor and shall then become the property of the Grantee.~~
4. ~~The Grantor excepts from this conveyance any and all advertising signs and/or billboards located upon the Premises which are not owned by the Grantor. Furthermore, this conveyance is subject to the right of the owners of said signs and/or billboards to go upon the Premises and remove them within ninety (90) days from the date of delivery of this deed.~~
5. By the acceptance of this deed and as part consideration therefor, the Grantee hereby assumes any and all agreements, covenants, obligations and liabilities of the Grantor in respect to any underground facilities, drainage culverts, walls, crossings and/or other structures of any nature and description located in whole or in part within the Premises.
6. By the acceptance of this deed and as part consideration therefor, the Grantee agrees to irrevocably waive, give up and renounce any and all claims or causes of action against the Grantor in respect of claims, suits and/or enforcement actions (including any administrative or judicial proceedings and any remedial, removal or response actions) ever asserted, threatened, instituted or requested by any person and/or governmental agency on account of: (a) any release of oil or hazardous materials or substances of any description on, upon or into the Premises in contravention of any ordinance, law or statute (including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601, et seq., as amended); and (b) any and all damage to real or personal property, natural resources and/or harm or injury to persons alleged to have resulted from such release of oil or hazardous

materials or substances.

7. By the acceptance of this deed and as part consideration therefor, the Grantee hereby agrees to build and forever maintain a wrought iron fence (together with any necessary gates), suitable to the Principal Engineering Officer of the Grantor, along the boundaries of the Premises which are common to remaining land or location of the Grantor (the "Fences"), if Fences are ever required in the sole and reasonable opinion of said Principal Engineering Officer.
8. This conveyance is subject to the following restriction for the benefit of other land or location of the Grantor, to wit: that from the date of delivery of this deed, the Grantor shall not be liable to the Grantee or any lessee or user of the Premises (or any part thereof) for any damage to any buildings or property upon them caused by fire, whether communicated directly or indirectly by or from locomotive engines of any description upon the railroad operated by the Grantor, or otherwise.
9. By the acceptance of this deed and as part consideration therefor, the Grantee hereby agrees to make no use of the Premises which, in the sole and reasonable opinion of the Principal Engineering Officer of the Grantor, adversely affects, increases or decreases drainage to, from, upon or in any remaining land or location of the Grantor. The Grantee agrees to indemnify and save the Grantor harmless from and against any and all loss, cost, damage or expense including, but not limited to, the cost of defending all claims and/or suits for property damage, personal injury or death arising out of or in any way attributable to any breach of the foregoing covenant.
10. The Grantor excepts from this conveyance any and all overhead, surface or underground signal and communication line facilities of the Grantor located within the limits of the Premises and this conveyance is subject to the Grantor's use of any such facilities in their present locations and entry upon the Premises from time to time to maintain, repair, replace, renew, relay or remove such facilities.
11. Whenever used in this deed, the term "Grantor" shall not only refer to the **BOSTON AND MAINE CORPORATION**, but also its successors, assigns and affiliates and the term "Grantee" shall not only refer to the above-named Grantee, but also the Grantee's successors, assigns and grantees, as the case maybe.

**DRAFT**

12. The several exceptions, reservations, conditions, covenants and agreements contained in this deed shall be deemed to run with the land and be binding upon the Grantee forever. In addition to the acceptance and recording of this deed, the Grantee hereby signifies assent to the said several exceptions, reservations, conditions, covenants and agreements, by joining in its execution.

**IN WITNESS WHEREOF**, the said **BOSTON AND MAINE CORPORATION** has caused this release deed to be executed in its name and its corporate seal to be hereto affixed by David A. Fink, its President, thereunto duly authorized this \_\_\_\_ day of \_\_\_\_\_, 2011.

**GRANTOR:**  
**BOSTON AND MAINE CORPORATION**

**DRAFT**

By: \_\_\_\_\_  
David A. Fink, President

\_\_\_\_\_  
Witness

**GRANTEE:**  
**CITY OF NASHUA, NH**

**DRAFT**

By: \_\_\_\_\_

\_\_\_\_\_  
Witness



**DRAFT**

**COMMONWEALTH OF MASSACHUSETTS**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me, the undersigned notary public, personally appeared David A. Fink, the President of the **BOSTON AND MAINE CORPORATION** as aforesaid, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

**DRAFT**

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**STATE OF NEW HAMPSHIRE**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me, the undersigned notary public, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of the City of Nashua, NH, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

**DRAFT**

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## **EXHIBIT "C"**

### **Two Pages**

#### **Engineering Department Minimum Requirements for Deed Plans**

- 1 Title Block shall be similar to the attached sample and located in the bottom right corner of plan
- 2 Plan is to include metes and bounds, physical features, Railroad baseline and engineering stations for the extremities of the parcel to be conveyed, culverts and street locations.
- 3 Railroad file numbers (to be assigned) are to appear in the top right and bottom left corners of plan.
- 4 Registered Land Surveyor's seal and signature must appear on plan
- 5 Plan is to meet all requirements of and be acceptable for recording by the appropriate Registry of Deeds.
- 6 Parcel distance from centerline of location of track must be indicated
- 7 No reference to "Railroad" shall appear on plan. The term Boston and Maine Corporation shall be used.
- 8 Plan to include the tax map and parcel number of area to be conveyed.
- 9 Two (2) copies of proposed plans shall be submitted for review prior to sending original
- 10 Recordable original tracing and linen or mylar duplicate thereof are to be furnished this office. The original tracing will be forwarded to the Real Estate Department at the time of Closing. The duplicate will be retained in the Railroad's permanent files

All correspondence regarding the particulars of the plan should be addressed to

Vernon C. MacPhee, Jr.  
Land and Clearance Engineer  
Boston and Maine Corporation  
Iron Horse Park  
North Billerica, MA 01862 1681  
(978) 663-1144  
FAX (978) 663-1199

